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DOC # 20220035124

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Gary Christensen Washington County Recorder
07/14/2022 10:08:46 AM Fee \$ 0.00
By ST GEORGE CITY



MAIL RECORDED COPY TO OWNER:
St. George 730, LLC
8716 Spanish Ridge Ave., Suite 110
Las Vegas, Nevada 89148

AND MAIL RECORDED COPY TO:
St. George City
175 East 200 North
St. George, UT 84770

Tax ID: SG-6-2-28-2110

**CITY OF ST. GEORGE LONG-TERM STORMWATER MAINTENANCE
AGREEMENT WITH ST. GEORGE 730, LLC FOR CASCATA AT DIVARIO PHASE 4**

This Long-Term Stormwater Maintenance Agreement (“Agreement”) is made and entered into this July 8, 2022 by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (“City”), and St. George 730, LLC, with offices at 8716 Spanish Ridge Ave., Suite 110, Las Vegas, Nevada 89148 (“Owner”).

RECITALS

WHEREAS, City is authorized and required to regulate and control the disposition of storm and surface waters within its boundaries, as set forth in the City of St. George Code, Stormwater Management, Title 9 Chapter 14, as amended (“Ordinance”), adopted pursuant to the Utah Water Quality Act, and pursuant to City’s MS4 Permit which requires stormwater runoff to be managed by the use of Stormwater Facilities and best management practices; and

WHEREAS, Owner owns real property located in the City of St. George, Washington County, Utah and more particularly described in Exhibit A and incorporated herein as part of this Agreement (“Property”); and

WHEREAS, Owner recognizes that post construction storm water facilities (“Facilities”) shall be installed or were installed pursuant to the approved development plans and specifications for the Property and must be maintained; and

WHEREAS, City and Owner have determined that it is in the best interest of the health, safety and welfare of the citizens of the City that the Facilities be constructed and maintained on the property and that Owner must maintain those Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

- 1. **RECITALS**. The Recitals above are hereby incorporated as part of this Agreement and are

SG Legal Approved as to Form: 01.10.2022

Long-Term Stormwater
Maintenance Agreement
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binding on the parties.

2. **FACILITIES.** The Facilities shall be or have been constructed by Owner in accordance with the approved plans and specifications for the development. Owner shall, at its sole cost and expense, operate and maintain the Facilities in good working condition and in accordance with the Schedule of Long-Term Maintenance Activities agreed hereto and attached as Exhibit B. Owner shall report biennially to the City on the City's approved forms or City's online reporting system detailing compliance with the requirements of this Agreement. Owner's Long-Term Stormwater Management Plan, (LTSWMP), is attached as Exhibit C. The LTSWMP must be adapted when site conditions and operations change and when existing programs are ineffective. Owner shall maintain the Property in compliance with this plan. When the plan is updated, the new LTSWMP shall be filed with the City Public Works Department and shall replace the LTSWMP on file with the City. The updated LTSWMP shall not be recorded.
3. **ACCESS AND INSPECTIONS.** Owner hereby grants permission to City, its authorized agents and employees, to enter upon the Property to inspect the Facilities whenever City deems necessary. City shall not unreasonably interfere with the business operations on Property. Except in case of an emergency, City shall give at least a 24-hour notice to Owner prior to entry. Notice may be given by posting the Property. Facilities shall be maintained in a manner that makes them available for inspection and maintenance. All inspections shall be conducted in a reasonable manner and at reasonable times. The purpose of the inspection shall be to determine and ensure that the Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all City requirements.
4. **FAILURE TO MAINTAIN.** In the event Owner fails to maintain the Facilities in good working order and in a manner that makes them available for inspection, City shall give written notice to Owner to cure such defects or deficiencies with a reasonable time frame for compliance. If Owner fails to comply within the timeframe, City may enter the Property to cure the defects.
5. **RIGHT TO CURE DEFECTS.** Owner hereby authorizes City, its authorized agents and employees, to enter upon the Property to cure the defects if Owner has failed to cure them within the reasonable time frame given for compliance. In case of an emergency, City may enter the Property immediately, without notice, and make the repairs. Owner is solely liable for maintenance of the Facilities. It is agreed that City shall have the right, but not the obligation, to elect to perform any or all of the maintenance activities if, in the City's sole judgment, Owner has failed to perform the same. City makes no representation that it intends to or will perform any of the maintenance activities and any election by City to perform any of the maintenance activities, shall in no way relieve Owner of its continuing maintenance obligations under this Agreement. If City elects to perform any of the maintenance activities, City shall be deemed to perform such work without warranty or representation as to the safety or effectiveness of such work, the work shall be deemed to be accepted by Owner "as is" and shall be covered by Owner's indemnity provisions below. If City performs any of the necessary maintenance activities Owner shall pay all of City's reasonable costs incurred in performing those necessary maintenance activities. Owner's

obligation to pay City's costs of performing necessary maintenance activities is a continuing obligation.

6. **COSTS.** Owner shall reimburse City within thirty (30) days of receipt of an invoice for the costs incurred by City in performing necessary maintenance activities. If not paid within the prescribed time period, City shall have the right to file a lien against the Property in the amount of such reasonable costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to City as a result of Owner's failure to maintain the Facilities.
7. **NO ADDITIONAL LIABILITY.** It is the intent of this Agreement to insure the proper maintenance of the Facilities by the Owner. This Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or caused by storm water runoff.
8. **EXHIBITS.** All exhibits/figures attached hereto are incorporated as part of this Agreement, except updates to Exhibit C shall not be recorded but shall be kept at the City Public Works Department.
9. **AGREEMENT TO RUN WITH THE LAND.** This Agreement shall be recorded at the Recorder's Office of Washington County and shall constitute a covenant running with the land and shall be binding on Owner only for such time as Owner holds title to the Property and shall run with the land and pass to subsequent owners while they own the Property.
10. **COMPLIANCE WITH APPLICABLE LAWS.** Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from any obligation to comply with all applicable requirements of City, state and federal law including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement.
11. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Owner, this Agreement shall govern.
12. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this Agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.
13. **INDEMNITY AND LIABILITY.** City shall not be liable for Owner's stormwater or the Facilities. Owner shall indemnify, defend and hold harmless City, employees, elected

officials, officers, and agents to the extent each of them is acting in their official capacity on behalf of the City (collectively "City") against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of Owner's breach of this Agreement. Notwithstanding, this indemnification obligation shall not include an indemnification of the City for claims, demands, causes or action, liabilities, damages, suits or judgments arising out of the City's negligence. In the event of any such claims made or suits filed against City, City shall give Owner prompt written notice. Owner agrees to defend against any such claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. Owner agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Owner. Said attorney fees shall be reasonable and subject to review by Owner. Owner shall be responsible for all reasonable costs associated with any claim, demand, action, suit or judgment including reasonable attorney fees for which they indemnify or defend City. If any judgment or claims are entered against City, its authorized agents or employees, Owner shall pay for all reasonable costs and expenses in connection herewith.

14. **COMMON INTEREST DEVELOPMENTS.** If the Property is developed as a Common Interest Development which is defined as membership in or ownership of an "Association" which is responsible for some or all of the commonly owned or controlled area, then the following provisions shall apply during such time as the Property is encumbered by a "Declaration", and the Common Area is managed and controlled by the Association:
- (a) The Association, through its Board of Directors, shall assume full responsibility to perform the maintenance activities required pursuant to this Agreement, and shall undertake all actions and efforts necessary to accomplish the maintenance activities, including but not limited to, levying regular or special assessments against each member of the Association sufficient to provide funding for the maintenance activities, conducting a vote of the membership related to such assessments if required.
 - (b) No provision of the Declaration, nor any other governing document of the Association or grant of authority to its members, shall grant or recognize a right of any member or other person to alter, improve, maintain or repair any of the Property in any manner which would impair the functioning of the Facilities. In the event of any conflict between the terms of this Agreement and the Declaration or other Association governing documents, the provisions of this Agreement shall prevail.
15. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory law and case law except as otherwise set forth herein.
16. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

17. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fees incurred for appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
18. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

City of St. George
Attn: City Attorney
175 East 200 North
St. George, Utah, 84770

St. George 730, LLC
Attn: Mark Teeppen
8716 Spanish Ridge Ave., Suite 110
Las Vegas, Nevada 89148

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

19. **SUCCESSORS AND ASSIGNS.** Owner shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement, including to any type of owner's association, without assigning the rights and the responsibilities under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
20. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
21. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected, and shall remain in full force and effect.
22. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this Agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this Agreement.

LONG-TERM STORMWATER MAINTENANCE AGREEMENT

EXHIBIT A

Legal Description(s)

Parcel SG-6-2-28-2110

LEGAL DESCRIPTION –(AS SHOWN ON WASHINGTON COUNTY RECORDS)
S: 28 T: 42S R: 16W BEG N89*49' W 726 FT ALG SEC/L FM SE COR SEC 28 T42S
R16W TH N89*49' W 1895.70 FT TO S1/4 COR SEC 28; TH N0*33'45 E 4002.53 FT M/L
ALG C/S/L NW COR S1/2 NE1/4 SEC 28; TH S89*50' E 2363.79 FT M/L ALG 1/16 LN
TO PT N89*50' W 221.80 FT FM E LN OF SEC 28; TH S0*01'15 E 1344.79 FT TO PT ON
C/S/L SEC 28; TH S89*50' E 221.80 FT TO E1/4 COR SEC 28; TH S0*04'45 W 2058.42
FT ALG SEC/L; TH N89*49' W 726 FT ALG LN PRL TO S LN SEC 28; TH S0*0'45 W
600 FT ALG LN PRL TO E LN SEC 28 TO POB.

LESS: BEG S0*09'37 E 1275.55 FT ALG SEC/L & S90* W 221.80 FT FM NE COR SEC
28 TH S0*09'37 E 670.14 FT TO 740 FT RAD CUR CNCV SW RAD BEARS S81*59'03 W
ALSO BEING ON PROP CTRL PLANTATION DR; TH NWLY 612.80 FT ALG ARC
CUR & CTRL THRU CTL ANG 47*26'51 TO PT TNGY; TH N55*27'48 W 289.69 FT;
TH S89*56'57 E 550 FT TO POB.

LESS: BEG AT PT FND N01*15'52" E 1095.89' ALG SEC/L & N88*44'08" W 509.23' FM
W1/4 COR SEC 27 T42S R16W; TH S40*19'26" W 98.98'; TH N85*49'08" W 111.77'; TH
N59*49'03" W 288.58'; TH N8*18'05" E 123.09' TO 705 FT RAD NON-TNGT CUR
CNCV TO SW RAD PT BEARS S8*18'05" W; TH 340.22' ALG ARC OF SD CUR THRU
CTL ANG OF 27*39'00"; TH S54*02'55" E 55.23' TO 695 FT RAD CUR CNCV TO SW;
TH 64.50' ALG ARC OF SD CUR THRU CTL ANG OF 5*19'02" TO POB.

LESS: BEGINNING AT THE NORTH 1/16TH CORNER OF SECTION 28 TOWNSHIP
42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN,
SAID POINT BEING NORTH 01°50'37" EAST 1334.29 FEET ALONG THE CENTER
SECTION LINE FROM THE CENTER QUARTER COMER OF
SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE &
MERIDIAN, AND RUNNING;
THENCE SOUTH 88°31'07" EAST 579.10 FEET ALONG SAID 1/16TH LINE;
THENCE SOUTH 23°37'15" WEST 290.41 FEET;
THENCE NORTH 78°17'13" WEST 257.79 FEET;
THENCE SOUTH 77°44'23" WEST 162.03 FEET;
THENCE SOUTH 24°54'51" WEST 153.70 FEET TO THE CENTER SECTION LINE;
THENCE NORTH 01°50'37" EAST 402.73 FEET ALONG SAID CENTER LINE TO

THE POINT OF BEGINNING.

**LESS: BEGINNING AT A POINT BEING NORTH 01°50'37" EAST 869.30 FEET ALONG THE CENTER SECTION LINE AND EAST 855.64 FEET FROM THE CENTER QUARTER COMER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;
THENCE SOUTH 87°53'43" EAST 174.47 FEET TO THE WESTERLY LINE OF SENTIERI CANYON AT DIVARIO AMENDED AND EXTENDED;
THENCE SOUTHWESTERLY THE FOLLOWING (10) COURSES ALONG THE NORTHERLY LINE OF SAID SENTIERI CANYON AT DIVARIO AMENDED AND EXTENDED;
THENCE SOUTH 15°04'36" WEST 13.30 FEET;
THENCE SOUTH 39°41'57" WEST 82.24 FEET;
THENCE SOUTH 42°45'29" WEST 91.99 FEET;
THENCE SOUTH 42°10'49" WEST 93.09 FEET;
THENCE SOUTH 47°51'13" WEST 45.58 FEET;
THENCE SOUTH 52°34'43" WEST 63.85 FEET;
THENCE SOUTH 51°23'48" WEST 43.76 FEET;
THENCE SOUTH 84°46'01" WEST 19.72 FEET;
THENCE SOUTH 50°59'15" WEST 38.55 FEET;
THENCE SOUTH 20°10'20" WEST 223.93 FEET;
THENCE NORTH 69°49'40" WEST 75.00 FEET;
THENCE NORTH 20°10'20" EAST 244.60 FEET;
THENCE NORTH 43°47'08" EAST 258.29 FEET;
THENCE NORTH 28°22'13" EAST 125.08 FEET TO THE POINT OF BEGINNING.**

LESS: LAND LYING WITHIN PLANTATIONS DRIVE IN SANTA MARIA AT SUNBROOK PH 4 AMD.

LESS: LAND IN SENTIERI CANYON AT DIVARIO.

LESS: LAND IN SENTIERI CANYON AT DIVARIO AMENDED & EXTENDED.

LESS: LAND IN VARANO VISTAS AT DIVARIO PH 1.

LESS: LAND IN CECITA CREST AT DIVARIO PH 1.

LESS: LAND IN CASCATA AT DIVARIO PH 1.

LESS: LAND IN CASCATA AT DIVARIO PH 1B.

LESS: LAND IN ARANCIO POINT AT DIVARIO PH 1.

LESS: LAND IN VARANO VISTAS AT DIVARIO PH 2.

LESS: (SG-6-2-27-312) BEGINNING AT A POINT ON THE EASTERLY LINE OF VARANO VISTA AT DIVARIO PHASE 2, SAID POINT BEING NORTH 88°32'37" WEST 333.55 FEET ALONG THE SECTION LINE AND NORTH 884.50 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTH 18°32'55" EAST 48.00 FEET; THENCE SOUTH 71°27'05" EAST 248.20 FEET; THENCE SOUTHEAST 142.17 FEET ALONG AN ARC OF A 848.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 18°32'55" WEST, LONG CHORD

BEARS SOUTH 66°38'54" EAST 142.01 FEET WITH A CENTRAL ANGLE OF 09°36'21"); THENCE NORTH 14°15'36" EAST 221.11 FEET; THENCE NORTH 73°39'12" EAST 223.53 FEET; THENCE NORTH 58°15'05" EAST 75.70 FEET; THENCE NORTH 88°57'29" EAST 138.15 FEET; THENCE SOUTH 44°59'55" EAST 123.86 FEET; THENCE SOUTH 50°30'34" EAST 476.83 FEET; THENCE SOUTH 41°04'52" EAST 71.95 FEET; THENCE SOUTH 20°55'07" EAST 101.56 FEET; THENCE SOUTH 00°32'57" WEST 104.82 FEET; THENCE SOUTH 22°01'01" WEST 95.01 FEET; THENCE SOUTH 39°29'26" WEST 331.91 FEET; THENCE NORTH 50°30'34" WEST 847.75 FEET; THENCE NORTHWEST 292.40 FEET ALONG AN ARC OF A 800.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 39°29'26" WEST, LONG CHORD BEARS NORTH 60°58'49" WEST 290.78 FEET WITH A CENTRAL ANGLE OF 20°56'30"); THENCE NORTH 71°27'05" WEST 248.20 FEET TO POB.

LESS PARCEL C FROM DOC 20210038086:

BEGINNING AT A POINT BEING SOUTH 88°31'07" EAST 1,264.75 FEET ALONG THE 1/16* LINE AND SOUTH 144.81 FEET FROM THE NORTH 1/16° CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE SOUTH 88°28'26" EAST 311.98 FEET; THENCE EAST 72.09 FEET ALONG AN ARC OF A 605.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 01°28'27" WEST, LONG CHORD BEARS SOUTH 85°06'44" EAST 72.05 FEET WITH A CENTRAL ANGLE OF 06°49'38"); THENCE SOUTH 07°02'50" WEST 23.03 FEET; THENCE SOUTH 59°49'03" EAST 288.58 FEET; THENCE SOUTH 85°49'08" EAST 111.77 FEET; THENCE NORTH 40°19'26" EAST 83.79 FEET; THENCE SOUTHEAST 31.94 FEET ALONG AN ARC OF A 680.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 41°10'53" WEST, LONG CHORD BEARS SOUTH 47°28'23" EAST 31.94 FEET WITH A CENTRAL ANGLE OF 02°41'28"); THENCE SOUTH 24°14'55" WEST 245.66 FEET; THENCE SOUTH 62°20'01" WEST 325.46 FEET; THENCE SOUTH 18°04'17" WEST 228.30 FEET; THENCE SOUTH 25°29'21" WEST 338.40 FEET; THENCE SOUTH 30°38'48" WEST 142.43 FEET; THENCE SOUTH 30°38'48" WEST 150.19 FEET; THENCE NORTH 54°01'21" WEST 62.51 FEET; THENCE NORTHWEST 54.18 FEET ALONG AN ARC OF A 455.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 35°58'39" WEST, LONG CHORD BEARS NORTH 57°26'02" WEST 54.15 FEET WITH A CENTRAL ANGLE OF 06°49'22") TO THE EASTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE NORTHERLY THE FOLLOWING (15) COURSES ALONG SAID EASTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED THENCE NORTH 44°54'15" EAST 16.32 FEET; THENCE NORTH 29°09'38" EAST 158.26 FEET; THENCE NORTH 34°26'15" EAST 360.91 FEET; THENCE NORTH 20°38'43" EAST 155.16 FEET; THENCE NORTH 06°18'24" WEST 32.37 FEET; THENCE NORTH 04°18'30" EAST 71.37 FEET; THENCE NORTH 67°15'06" WEST 102.10 FEET; THENCE NORTHEAST 18.56 FEET ALONG AN ARC OF A 127.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 60°39'21" EAST, LONG CHORD BEARS NORTH 33°30'51" EAST 18.54 FEET WITH A CENTRAL ANGLE OF 08°20'24"); THENCE NORTH 37°41'03"

EAST 19.44 FEET; THENCE SOUTH 67°15'06" EAST 103.50 FEET; THENCE NORTH 37°41'03" EAST 115.30 FEET; THENCE NORTH 27°24'05" EAST 107.07 FEET; THENCE NORTH 55°32'10" WEST 197.62 FEET; THENCE SOUTH 84°28'58" WEST 137.13 FEET; THENCE NORTH 57°32'43" WEST 200.04 FEET; THENCE NORTH 03°40'35" EAST 113.39 FEET TO THE POINT OF BEGINNING. CONTAINING 272,343 SF OR 6.25 ACRES

LESS PARCEL D FROM DOC 20210038086:

BEGINNING AT A POINT BEING NORTH 01°50'37" EAST 803.96 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER QUARTER COMER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTH 01°50'37" EAST 127.60 FEET ALONG SAID SECTION LINE; THENCE NORTH 24°54'51" EAST 153.70 FEET; THENCE NORTH 77°44'23" EAST 162.03 FEET; THENCE SOUTH 78°17'13" EAST 257.79 FEET; THENCE NORTH 23°37'15" EAST 290.41 FEET TO THE 1/16* LINE; THENCE SOUTH 88°31'07" EAST 1,111.07 FEET ALONG SAID 1/16* LINE TO THE WESTERLY LINE OF SANTA MARIA AT SUNBROOK PHASE 4 AMENDED; THENCE SOUTHERLY THE FOLLOWING (3) COURSES ALONG THE BOUNDARY OF SAID SANTA MARIA AT SUNBROOK PHASE 4 AMENDED; THENCE SOUTH 09°52'28" WEST 7.97 FEET; THENCE SOUTHEAST 342.54 FEET ALONG AN ARC OF A 750.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 09°47'50" WEST, LONG CHORD BEARS SOUTH 67°07'07" EAST 339.57 FEET WITH A CENTRAL ANGLE OF 26°10'06"); THENCE SOUTH 54°02'04" EAST 56.91 FEET TO THE WESTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE SOUTH 35°57'56" WEST 45.00 FEET ALONG SAID WESTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE NORTHWEST 1.86 FEET ALONG AN ARC OF A 695.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 36°06'16" WEST, LONG CHORD BEARS NORTH 53°58'20" WEST 1.86 FEET WITH A CENTRAL ANGLE OF 00°09'11"); THENCE NORTH 54°02'55" WEST 55.23 FEET; THENCE WEST 340.22 FEET ALONG AN ARC OF A 705.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 35°57'05" WEST, LONG CHORD BEARS NORTH 67°52'25" WEST 336.93 FEET WITH A CENTRAL ANGLE OF THENCE SOUTH 08°18'05" WEST 100.00 FEET; THENCE WEST 72.09 FEET ALONG AN ARC OF A 605.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 08°18'05" WEST, LONG CHORD BEARS NORTH 85°06'44" WEST 72.05 FEET WITH A CENTRAL ANGLE OF 06°49'38"); THENCE NORTH 88°28'26" WEST 311.98 FEET TO THE NORTHERLY LINE OF SAID SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE WESTERLY THE FOLLOWING (6) COURSES ALONG SAID NORTHERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE SOUTH 03°40'35" WEST 113.39 FEET; THENCE NORTH 75°22'21" WEST 42.38 FEET; THENCE SOUTH 81°27'15" WEST 29.65 FEET; THENCE SOUTH 55°54'15" WEST 30.83 FEET; THENCE SOUTH 45°56'50" WEST 39.78 FEET; THENCE SOUTH 68°21'41" WEST 28.87 FEET; THENCE SOUTH 34°15'13" WEST 14.62 FEET TO THE NORTHERLY LINE OF ARANCIO @ DIVARIO PHASE 1; THENCE WESTERLY THE

**FOLLOWING (22) COURSES ALONG SAID NORTHERLY LINE OF ARANCIO @ DIVARIO PHASE1; THENCE NORTH 55°44'47" WEST 24.90 FEET; THENCE NORTHWEST 82.80 FEET ALONG AN ARC OF A 227.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 34°15'13" EAST, LONG CHORD BEARS NORTH 45°19'12" WEST 82.34 FEET WITH A CENTRAL ANGLE OF 20°51'11"); THENCE NORTHWEST 53.77 FEET ALONG AN ARC OF A 272.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 55°06'24" WEST, LONG CHORD BEARS NORTH 40°32'48" WEST 53.69 FEET WITH A CENTRAL ANGLE OF 11°18'23"); THENCE NORTH 19°30'26" EAST 128.36 FEET; THENCE NORTH 70°53'04" WEST 191.50 FEET; THENCE NORTH 84°15'14" WEST 220.97 FEET; THENCE SOUTH 16°21'19" WEST 50.14 FEET; THENCE NORTH 73°38'41" WEST 8.00 FEET; THENCE SOUTH 16°21'19" WEST 10.28 FEET; THENCE SOUTH 28°22'13" WEST 150.11 FEET; THENCE SOUTH 61°37'47" EAST 8.00 FEET; THENCE SOUTH 28°22'13" WEST 36.63 FEET; THENCE NORTH 61°37'47" WEST 8.00 FEET; THENCE SOUTH 28°56'07" WEST 8.00 FEET; THENCE SOUTH 34°55'19" WEST 30.15 FEET; THENCE SOUTH 55°04'41" EAST 8.00 FEET; THENCE SOUTH 34°55'19" WEST 37.86 FEET; THENCE NORTH 88°03'17" WEST 85.41 FEET; THENCE NORTH 85°09'03" WEST 90.11 FEET; THENCE NORTH 76°29'03" WEST 112.92 FEET; THENCE SOUTH 77°42'11" WEST 106.75 FEET; THENCE SOUTH 24°54'51" WEST 246.26 FEET TO THE POINT OF BEGINNING.
CONTAINING 207,746 SF OR 4.77 ACRES**

LESS PARCEL E FROM DOC 20210038086:

BEGINNING AT A POINT ON THE EASTERLY LINE OF ARANCIO @ DIVARIO PHASE 1, SAID POINT BEING NORTH 01°50'37" EAST 296.57 FEET AND EAST 471.94 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTHERLY THE FOLLOWING (17) COURSES ALONG SAID ARANCIO @ DIVARIO PHASE 1; THENCE NORTH 11°12'10" EAST 78.16 FEET; THENCE NORTH 18°18'42" EAST 66.39 FEET; THENCE NORTH 71°41'18" WEST 8.00 FEET; THENCE NORTH 18°18'42" EAST 88.97 FEET; THENCE SOUTH 71°41'18" EAST 8.00 FEET; THENCE NORTH 18°18'42" EAST 152.22 FEET; THENCE NORTH 28°22'13" EAST 26.44 FEET; THENCE NORTH 65°05'09" WEST 8.01 FEET; THENCE NORTH 28°22'13" EAST 166.19 FEET; THENCE SOUTH 61°37'47" EAST 66.61 FEET; THENCE NORTH 28°22'13" EAST 247.50 FEET; THENCE SOUTH 61°37'47" EAST 24.00 FEET; THENCE SOUTH 31°32'57" WEST 4.01 FEET; THENCE SOUTH 55°16'20" EAST 78.28 FEET; THENCE NORTH 59°25'38" EAST 108.16 FEET; THENCE SOUTHEAST 89.24 FEET ALONG AN ARC OF A 275.45 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 52°55'01" EAST, LONG CHORD BEARS SOUTH 46°21'51" EAST 88.85 FEET WITH A CENTRAL ANGLE OF 18°33'43"); THENCE SOUTH 55°44'47" EAST 24.90 FEET TO THE WESTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE SOUTH 34°55'15" WEST 99.90 FEET ALONG SAID WESTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE NORTH 87°53'43" WEST 174.47 FEET; THENCE SOUTH 28°22'13" WEST

125.08 FEET; THENCE SOUTH 43°47'08" WEST 258.29 FEET; THENCE SOUTH 20°10'20" WEST 244.60 FEET; THENCE SOUTH 69°49'40" EAST 75.00 FEET TO SAID WESTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE SOUTHERLY THE FOLLOWING (2) COURSES ALONG SAID WESTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE SOUTH 07°23'36" WEST 109.96 FEET; THENCE SOUTH 02°56'05" WEST 33.60 FEET TO THE NORTHERLY LINE OF SAID ARANCIO @ DIVARIO PHASE 1; THENCE WESTERLY THE FOLLOWING (2) COURSES ALONG SAID ARANCIO @ DIVARIO PHASE 1; THENCE NORTHWEST 118.93 FEET ALONG AN ARC OF A 287.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 27°48'01" EAST, LONG CHORD BEARS NORTH 50°20'58" WEST 118.08 FEET WITH A CENTRAL ANGLE OF 23°42'02"); THENCE NORTHWEST 63.77 FEET ALONG AN ARC OF A 432.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 51°30'03" WEST, LONG CHORD BEARS NORTH 42°43'24" WEST 63.71 FEET WITH A CENTRAL ANGLE OF 08°26'54") TO THE POINT OF BEGINNING.

LESS: (SG-6-2-28-213) BEGINNING AT THE SOUTHWEST CORNER OF LOT 16, CASCATA AT DIVARIO PHASE 1 SUBDIVISION, AS FOUND ON FILE AS ENTRY NO. 20200070815, AND RUNNING; THENCE NORTH 66°19'51" WEST 72.26 FEET ALONG THE NORTHERLY LINE OF KARERSEE DRIVE TO THE SOUTHERLY CORNER OF LOT 17, CASCATA AT DIVARIO PHASE 2; THENCE NORTHERLY THE FOLLOWING (4) COURSES ALONG THE EASTERLY LINE OF SAID LOT 17; THENCE NORTH 23°40'09" EAST 27.87 FEET; THENCE SOUTH 66°41'27" EAST 7.88 FEET; THENCE NORTH 23°46'13" EAST 32.26 FEET; THENCE NORTH 56°07'21" EAST 136.29 FEET AND TO AND ALONG THE BOUNDARY OF SAID CASCATA AT DIVARIO PHASE 1 SUBDIVISION; THENCE THE FOLLOWING (5) COURSES ALONG SAID CASCATA AT DIVARIO PHASE 1 SUBDIVISION; THENCE NORTH 22°15'40" EAST 52.37 FEET; THENCE SOUTH 67°44'20" EAST 50.00 FEET; THENCE SOUTH 22°15'40" WEST 67.60 FEET; THENCE SOUTH 56°08'13" WEST 110.23 FEET; THENCE SOUTH 23°40'09" WEST 68.19 FEET TO POB.

LESS FROM DOC 20210047492: (SG-6-2-27-429) BEGINNING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTH 88°32'37" WEST 136.72 FEET ALONG THE SECTION LINE; THENCE NORTH 39°29'26" EAST 285.88 FEET; THENCE SOUTH 50°30'34" EAST 41.71 FEET; THENCE NORTH 39°29'26" EAST 369.00 FEET; THENCE NORTH 50°30'34" WEST 241.49 FEET; THENCE NORTHWEST 274.86 FEET ALONG AN ARC OF A 752.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 39°29'26" WEST, LONG CHORD BEARS NORTH 60°58'49" WEST 273.33 FEET WITH A CENTRAL ANGLE OF 20°56'30"); THENCE NORTH 71°27'05" WEST 394.60 FEET TO THE EASTERLY LINE OF CECITA CREST AT DIVARIO PHASE 1; THENCE NORTH 44°21'12" EAST 16.66 FEET ALONG SAID EASTERLY LINE OF CECITA CREST AT DIVARIO PHASE 1; THENCE SOUTH 71°27'05" EAST 139.15 FEET; THENCE NORTH 18°32'55" EAST 33.00 FEET; THENCE SOUTH 71°27'05" EAST 248.20 FEET;

THENCE SOUTHEAST 292.40 FEET ALONG AN ARC OF A 800.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 18°32'55" WEST, LONG CHORD BEARS SOUTH 60°58'49" EAST 290.78 FEET WITH A CENTRAL ANGLE OF 20°56'30"); THENCE SOUTH 50°30'34" EAST 847.75 FEET; THENCE SOUTH 39°29'26" WEST 735.28 FEET; THENCE SOUTH 88°08'26" WEST 263.80 FEET; THENCE NORTH 16°50'43" WEST 117.50 FEET; THENCE NORTH 11°16'48" EAST 218.07 FEET; THENCE NORTH 37°07'51" WEST 145.31 FEET TO THE POINT OF BEGINNING. PROPERTY PHASE 1 TAKE-DOWN "PA-9" (LABELED AS SUCH FOR REFERENCE PURPOSES ONLY)

LESS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SENTIERI VISTA DRIVE, SAID POINT BEING SOUTH 88°32'57" EAST 1,405.14 FEET ALONG THE CENTER SECTION LINE AND SOUTH 148.88 FEET FROM THE CENTER QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTH 30°38'48" EAST 170.50 FEET; THENCE NORTH 30°38'48" EAST 144.68 FEET; THENCE NORTH 25°29'21" EAST 343.90 FEET; THENCE NORTH 18°04'17" EAST 211.20 FEET; THENCE NORTH 62°20'01" EAST 322.38 FEET; THENCE NORTH 24°14'55" EAST 259.23 FEET TO THE SOUTHWESTERLY LINE OF PLANTATIONS DRIVE; THENCE SOUTHERLY THE FOLLOWING (4) COURSES ALONG SAID SOUTHWESTERLY LINE OF PLANTATIONS DRIVE; THENCE SOUTHEAST 428.73 FEET ALONG AN ARC OF A 695.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 47°51'39" WEST, LONG CHORD BEARS SOUTH 24°28'02" EAST 421.96 FEET WITH A CENTRAL ANGLE OF 35°20'39"); THENCE SOUTH 01°19'54" WEST 90.37 FEET; THENCE SOUTH 06°16'51" EAST 40.38 FEET; THENCE SOUTH 140.26 FEET ALONG AN ARC OF A 1,207.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 83°43'09" EAST, LONG CHORD BEARS SOUTH 09°36'36" EAST 140.18 FEET WITH A CENTRAL ANGLE OF 06°39'29") TO THE NORTHWESTERLY LINE OF DIVARIO CANYON DRIVE; THENCE SOUTHWESTERLY THE FOLLOWING (3) COURSES ALONG SAID DIVARIO CANYON DRIVE; THENCE SOUTHWEST 45.28 FEET ALONG AN ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 77°03'40" WEST, LONG CHORD BEARS SOUTH 30°17'45" WEST 41.10 FEET WITH A CENTRAL ANGLE OF 86°28'10"); THENCE SOUTHWEST 830.24 FEET ALONG AN ARC OF A 963.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 16°28'10" EAST, LONG CHORD BEARS SOUTH 48°49'55" WEST 804.77 FEET WITH A CENTRAL ANGLE OF 49°23'50"); THENCE SOUTH 24°08'00" WEST 144.26 FEET TO THE NORTHEASTERLY LINE OF SAID SENTIERI VISTA DRIVE; THENCE NORTHWESTERLY THE FOLLOWING (5) COURSES ALONG THE NORTHERLY LINE OF SAID SENTIERI VISTA DRIVE; THENCE WEST 39.27 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 65°52'00" WEST, LONG CHORD BEARS SOUTH 69°08'00" WEST 35.36 FEET WITH A CENTRAL ANGLE OF 90°00'00"); THENCE NORTH 65°52'00" WEST 48.52 FEET; THENCE NORTHWEST 101.51 FEET ALONG AN ARC OF A 280.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 24°08'00" EAST, LONG CHORD

BEARS NORTH 55°28'53" WEST 100.95 FEET WITH A CENTRAL ANGLE OF 20°46'15"); THENCE NORTH 45°05'45" WEST 121.84 FEET; THENCE NORTHWEST 46.13 FEET ALONG AN ARC OF A 440.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 44°54'15" WEST, LONG CHORD BEARS NORTH 48°05'58" WEST 46.11 FEET WITH A CENTRAL ANGLE OF 06°00'26") TO THE POINT OF BEGINNING.

LESS: LAND IN ARANCIO POINT AT DIVARIO PH 2.

LESS: LAND IN CASCATA AT DIVARIO PH 2.

LESS: LAND IN CECITA CREST AT DIVARIO PH 2 DOC 20210074081

LESS: (SG-6-2-28-2117) BEGINNING AT THE NORTHEAST CORNER OF ARANCIO @ DIVARIO PHASE 2, SAID POINT BEING NORTH 01°50'37" EAST 250.47 FEET AND EAST 456.14 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE SOUTHEASTERLY THE FOLLOWING (3) COURSES ALONG THE SOUTHERLY LINE OF SENTIERI VISTA DRIVE; THENCE SOUTHEAST 38.31 FEET ALONG AN ARC OF A 387.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 45°50'12" WEST, LONG CHORD BEARS SOUTH 41°19'53" EAST 38.29 FEET WITH A CENTRAL ANGLE OF 05°39'51"); THENCE SOUTHEAST 161.51 FEET ALONG AN ARC OF A 332.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 51°30'03" EAST, LONG CHORD BEARS SOUTH 52°24'54" EAST 159.93 FEET WITH A CENTRAL ANGLE OF 27°49'54"); THENCE SOUTH 64°12'17" EAST 11.96 FEET TO THE NORTHWEST CORNER OF CASCATA AT DIVARIO PHASE 1; THENCE SOUTHERLY THE FOLLOWING (2) COURSES ALONG SAID WESTERLY LINE OF CASCATA AT DIVARIO PHASE 1; THENCE SOUTH 11°21'46" WEST 99.38 FEET; THENCE SOUTH 56°08'13" WEST 374.64 FEET TO AND ALONG THE NORTHWESTERLY LINE OF CASCATA AT DIVARIO PHASE 2; THENCE NORTH 39°21'21" WEST 158.61 FEET TO THE SOUTHEASTERLY LINE OF SAID ARANCIO AT DIVARIO PHASE 2; THENCE NORTHEASTERLY THE FOLLOWING (3) COURSES ALONG SAID SOUTHEASTERLY LINE OF SAID ARANCIO AT DIVARIO PHASE 2; THENCE NORTH 50°38'39" EAST 154.91 FEET; THENCE NORTH 57°04'18" EAST 144.50 FEET; THENCE NORTH 11°12'10" EAST 140.95 FEET TO POB.

LESS: (SG-6-2-28-2118) BEGINNING AT THE NORTHEAST CORNER OF CASCATA @ DIVARIO PHASE 1, SAID POINT BEING SOUTH 01°50'37" WEST 138.02 FEET ALONG THE CENTER SECTION LINE AND EAST 1,237.87 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE SOUTHEASTERLY THE FOLLOWING (3) COURSES ALONG THE SOUTHERLY LINE OF SENTIERI VISTA DRIVE; THENCE SOUTHEAST 51.89 FEET ALONG AN ARC OF A 380.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 28°09'14" WEST, LONG CHORD BEARS SOUTH 57°56'04" EAST 51.85 FEET WITH A CENTRAL ANGLE OF 07°49'26"); THENCE SOUTH

54°01'21" EAST 91.77 FEET; THENCE SOUTHEAST 30.02 FEET ALONG AN ARC OF A 380.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 35°58'39" WEST, LONG CHORD BEARS SOUTH 51°45'34" EAST 30.01 FEET WITH A CENTRAL ANGLE OF 04°31'34") TO THE NORTHWEST CORNER OF CECITA CREST AT DIVARIO PHASE 1; THENCE SOUTHERLY THE FOLLOWING (2) COURSES ALONG THE WESTERLY LINE OF CECITA CREST AT DIVARIO PHASE 1; THENCE SOUTH 20°40'57" WEST 355.72 FEET; THENCE SOUTH 08°32'26" WEST 85.21 FEET TO THE NORTHERLY LINE OF SAID CASCATA AT DIVARIO PHASE 1; THENCE NORTHERLY THE FOLLOWING (4) COURSES ALONG THE BOUNDARY OF SAID CASCATA AT DIVARIO PHASE 1; THENCE NORTH 65°52'00" WEST 109.91 FEET; THENCE WEST 12.80 FEET ALONG AN ARC OF A 172.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 24°08'00" WEST, LONG CHORD BEARS NORTH 67°59'31" WEST 12.79 FEET WITH A CENTRAL ANGLE OF 04°15'01"); THENCE NORTH 16°46'16" EAST 333.61 FEET; THENCE NORTH 04°47'50" EAST 148.44 FEET TO POB.

LESS: LAND IN VARANO VISTAS AT DIVARIO PH 3

LESS: (SG-6-2-28-222) BEGINNING AT A POINT ON THE SECTION LINE SAID POINT BEING NORTH 88°32'37" WEST 136.72 FEET FROM THE SOUTHWEST CORNER OF SECTIONS 27, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTH 88°32'37" WEST 364.13 FEET ALONG SAID SECTION LINE; THENCE NORTH 34°56'13" WEST 205.20 FEET; THENCE NORTH 34°21'06" EAST 52.44 FEET; THENCE NORTH 11°18'14" WEST 136.11 FEET; THENCE NORTH 13°52'50" EAST 64.39 FEET; THENCE NORTH 25°04'36" EAST 53.53 FEET; THENCE NORTH 39°29'26" EAST 462.31 FEET; THENCE SOUTH 71°27'05" EAST 179.05 FEET; THENCE SOUTHEAST 274.86 FEET ALONG AN ARC OF A 752.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 18°32'55" WEST, LONG CHORD BEARS SOUTH 60°58'49" EAST 273.33 FEET WITH A CENTRAL ANGLE OF 20°56'30"); THENCE SOUTH 50°30'34" EAST 241.49 FEET; THENCE SOUTH 39°29'26" WEST 369.00 FEET; THENCE NORTH 50°30'34" WEST 41.71 FEET; THENCE SOUTH 39°29'26" WEST 285.88 FEET TO POB.

LESS: LAND IN CASCATA AT DIVARIO PH 3

LONG-TERM STORMWATER MAINTENANCE AGREEMENT

Exhibit B

Schedule of Long-Term Maintenance Activities
City of St. George, Utah

Activity	Frequency	Notes
Inspection	Biennial	Owner shall report biennially to the City on the City's approved forms or City's online reporting system, detailing compliance with the requirements of this Agreement.
Mowing and maintenance of vegetation	Variable, depending on vegetation and desired aesthetics	Landscaping and vegetation should be cared for throughout the year to ensure that proper sediment removal and infiltration is maintained. All trimmings shall be removed from the Property.
Remove trash and debris	As needed or following each storm	Trash and debris shall be removed from the Property regularly to ensure that the Facilities function properly and operate effectively. Trash often collects at inlet and outlet structures. These need to be cleaned regularly.
Inspect and maintain inlet and outlet structures	Monthly	The inlet and outlet structures should be inspected for damage and proper operation.
Sediment removal	Variable (2-5 years is typical)	The removal of sediment is necessary if the Facilities begin to lose capacity or effectiveness. The Owner will remove and dispose of all accumulated sediments which shall be disposed of properly, offsite.

EXHIBIT C

Long-Term Stormwater Management Plan

for:

Cascata Phase 4 at Divario
St. George, Utah

Owner:

St. George 730 LLC
8716 Spanish Ridge Ave., Suite 110
Las Vegas, Nevada 89148
(702) 304-1947

Property Manager:

St. George 730 LLC
8716 Spanish Ridge Ave., Suite 110
Las Vegas, Nevada 89148
(702) 304-1947

Parcel #: SG-6-2-28-2110

SG-6-2-28-2110

S: 28 T: 42S R: 16W BEG N89*49' W 726 FT ALG SEC/L FM SE COR SEC 28 T42S R16W TH N89*49' W 1895.70 FT TO S1/4 COR SEC 28; TH N0*33'45 E 4002.53 FT M/L ALG C/S/L NW COR S1/2 NE1/4 SEC 28; TH S89*50' E 2363.79 FT M/L ALG 1/16 LN TO PT N89*50' W 221.80 FT FM E LN OF SEC 28; TH S0*01'15 E 1344.79 FT TO PT ON C/S/L SEC 28; TH S89*50' E 221.80 FT TO E1/4 COR SEC 28; TH S0*04'45 W 2058.42 FT ALG SEC/L; TH N89*49' W 726 FT ALG LN PRL TO S LN SEC 28; TH S0*0'45 W 600 FT ALG LN PRL TO E LN SEC 28 TO POB.

LESS: BEG S0*09'37 E 1275.55 FT ALG SEC/L & S90* W 221.80 FT FM NE COR SEC 28 TH S0*09'37 E 670.14 FT TO 740 FT RAD CUR CNCV SW RAD BEARS S81*59'03 W ALSO BEING ON PROP CTR/L PLANTATION DR; TH NWLY 612.80 FT ALG ARC CUR & CTR/L THRU CTL ANG 47*26'51 TO PT TNGY; TH N55*27'48 W 289.69 FT; TH S89*56'57 E 550 FT TO POB.

LESS: BEG AT PT FND N01*15'52" E 1095.89' ALG SEC/L & N88*44'08" W 509.23' FM W1/4 COR SEC 27 T42S R16W; TH S40*19'26" W 98.98'; TH N85*49'08" W 111.77'; TH N59*49'03" W 288.58'; TH N8*18'05" E 123.09' TO 705 FT RAD NON-TNGT CUR CNCV TO SW RAD PT BEARS S8*18'05" W; TH 340.22' ALG ARC OF SD CUR THRU CTL ANG OF 27*39'00"; TH S54*02'55" E 55.23' TO 695 FT RAD CUR CNCV TO SW; TH 64.50' ALG ARC OF SD CUR THRU CTL ANG OF 5*19'02" TO POB.

LESS: BEGINNING AT THE NORTH 1/16TH CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING NORTH 01°50'37" EAST 1334.29 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER QUARTER COMER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;
THENCE SOUTH 88°31'07" EAST 579.10 FEET ALONG SAID 1/16TH LINE;
THENCE SOUTH 23°37'15" WEST 290.41 FEET;
THENCE NORTH 78°17'13" WEST 257.79 FEET;
THENCE SOUTH 77°44'23" WEST 162.03 FEET;
THENCE SOUTH 24°54'51" WEST 153.70 FEET TO THE CENTER SECTION LINE;
THENCE NORTH 01°50'37" EAST 402.73 FEET ALONG SAID CENTER LINE TO THE POINT OF BEGINNING.

LESS: BEGINNING AT A POINT BEING NORTH 01°50'37" EAST 869.30 FEET ALONG THE CENTER SECTION LINE AND EAST 855.64 FEET FROM THE CENTER QUARTER COMER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;
THENCE SOUTH 87°53'43" EAST 174.47 FEET TO THE WESTERLY LINE OF SENTIERI CANYON AT DIVARIO AMENDED AND EXTENDED;
THENCE SOUTHWESTERLY THE FOLLOWING (10) COURSES ALONG THE

NORTHERLY LINE OF SAID SENTIERI CANYON AT DIVARIO AMENDED AND EXTENDED;

THENCE SOUTH 15°04'36" WEST 13.30 FEET;
THENCE SOUTH 39°41'57" WEST 82.24 FEET;
THENCE SOUTH 42°45'29" WEST 91.99 FEET;
THENCE SOUTH 42°10'49" WEST 93.09 FEET;
THENCE SOUTH 47°51'13" WEST 45.58 FEET;
THENCE SOUTH 52°34'43" WEST 63.85 FEET;
THENCE SOUTH 51°23'48" WEST 43.76 FEET;
THENCE SOUTH 84°46'01" WEST 19.72 FEET;
THENCE SOUTH 50°59'15" WEST 38.55 FEET;
THENCE SOUTH 20°10'20" WEST 223.93 FEET;
THENCE NORTH 69°49'40" WEST 75.00 FEET;
THENCE NORTH 20°10'20" EAST 244.60 FEET;
THENCE NORTH 43°47'08" EAST 258.29 FEET;
THENCE NORTH 28°22'13" EAST 125.08 FEET TO THE POINT OF BEGINNING.

LESS: LAND LYING WITHIN PLANTATIONS DRIVE IN SANTA MARIA AT SUNBROOK PH 4 AMD.

LESS: LAND IN SENTIERI CANYON AT DIVARIO.

LESS: LAND IN SENTIERI CANYON AT DIVARIO AMENDED & EXTENDED.

LESS: LAND IN VARANO VISTAS AT DIVARIO PH 1.

LESS: LAND IN CECITA CREST AT DIVARIO PH 1.

LESS: LAND IN CASCATA AT DIVARIO PH 1.

LESS: LAND IN CASCATA AT DIVARIO PH 1B.

LESS: LAND IN ARANCIO POINT AT DIVARIO PH 1.

LESS: LAND IN VARANO VISTAS AT DIVARIO PH 2.

LESS: (SG-6-2-27-312) BEGINNING AT A POINT ON THE EASTERLY LINE OF VARANO VISTA AT DIVARIO PHASE 2, SAID POINT BEING NORTH 88°32'37" WEST 333.55 FEET ALONG THE SECTION LINE AND NORTH 884.50 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTH 18°32'55" EAST 48.00 FEET; THENCE SOUTH 71°27'05" EAST 248.20 FEET; THENCE SOUTHEAST 142.17 FEET ALONG AN ARC OF A 848.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 18°32'55" WEST, LONG CHORD BEARS SOUTH 66°38'54" EAST 142.01 FEET WITH A CENTRAL ANGLE OF 09°36'21"); THENCE NORTH 14°15'36" EAST 221.11 FEET; THENCE NORTH 73°39'12" EAST 223.53 FEET; THENCE NORTH 58°15'05" EAST 75.70 FEET; THENCE NORTH 88°57'29" EAST 138.15 FEET; THENCE SOUTH 44°59'55" EAST 123.86 FEET; THENCE SOUTH 50°30'34" EAST 476.83 FEET; THENCE SOUTH 41°04'52" EAST 71.95 FEET; THENCE SOUTH 20°55'07" EAST 101.56 FEET; THENCE SOUTH 00°32'57" WEST 104.82 FEET; THENCE SOUTH 22°01'01" WEST 95.01 FEET; THENCE SOUTH 39°29'26" WEST 331.91 FEET; THENCE

NORTH 50°30'34" WEST 847.75 FEET; THENCE NORTHWEST 292.40 FEET ALONG AN ARC OF A 800.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 39°29'26" WEST, LONG CHORD BEARS NORTH 60°58'49" WEST 290.78 FEET WITH A CENTRAL ANGLE OF 20°56'30"); THENCE NORTH 71°27'05" WEST 248.20 FEET TO POB.

LESS PARCEL C FROM DOC 20210038086:
BEGINNING AT A POINT BEING SOUTH 88°31'07" EAST 1,264.75 FEET ALONG THE 1/16* LINE AND SOUTH 144.81 FEET FROM THE NORTH 1/16° CORNER OF SECTION 28 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE SOUTH 88°28'26" EAST 311.98 FEET; THENCE EAST 72.09 FEET ALONG AN ARC OF A 605.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 01°28'27" WEST, LONG CHORD BEARS SOUTH 85°06'44" EAST 72.05 FEET WITH A CENTRAL ANGLE OF 06°49'38"); THENCE SOUTH 07°02'50" WEST 23.03 FEET; THENCE SOUTH 59°49'03" EAST 288.58 FEET; THENCE SOUTH 85°49'08" EAST 111.77 FEET; THENCE NORTH 40°19'26" EAST 83.79 FEET; THENCE SOUTHEAST 31.94 FEET ALONG AN ARC OF A 680.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 41°10'53" WEST, LONG CHORD BEARS SOUTH 47°28'23" EAST 31.94 FEET WITH A CENTRAL ANGLE OF 02°41'28"); THENCE SOUTH 24°14'55" WEST 245.66 FEET; THENCE SOUTH 62°20'01" WEST 325.46 FEET; THENCE SOUTH 18°04'17" WEST 228.30 FEET; THENCE SOUTH 25°29'21" WEST 338.40 FEET; THENCE SOUTH 30°38'48" WEST 142.43 FEET; THENCE SOUTH 30°38'48" WEST 150.19 FEET; THENCE NORTH 54°01'21" WEST 62.51 FEET; THENCE NORTHWEST 54.18 FEET ALONG AN ARC OF A 455.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 35°58'39" WEST, LONG CHORD BEARS NORTH 57°26'02" WEST 54.15 FEET WITH A CENTRAL ANGLE OF 06°49'22") TO THE EASTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE NORTHERLY THE FOLLOWING (15) COURSES ALONG SAID EASTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED THENCE NORTH 44°54'15" EAST 16.32 FEET; THENCE NORTH 29°09'38" EAST 158.26 FEET; THENCE NORTH 34°26'15" EAST 360.91 FEET; THENCE NORTH 20°38'43" EAST 155.16 FEET; THENCE NORTH 06°18'24" WEST 32.37 FEET; THENCE NORTH 04°18'30" EAST 71.37 FEET; THENCE NORTH 67°15'06" WEST 102.10 FEET; THENCE NORTHEAST 18.56 FEET ALONG AN ARC OF A 127.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 60°39'21" EAST, LONG CHORD BEARS NORTH 33°30'51" EAST 18.54 FEET WITH A CENTRAL ANGLE OF 08°20'24"); THENCE NORTH 37°41'03" EAST 19.44 FEET; THENCE SOUTH 67°15'06" EAST 103.50 FEET; THENCE NORTH 37°41'03" EAST 115.30 FEET; THENCE NORTH 27°24'05" EAST 107.07 FEET; THENCE NORTH 55°32'10" WEST 197.62 FEET; THENCE SOUTH 84°28'58" WEST 137.13 FEET; THENCE NORTH 57°32'43" WEST 200.04 FEET; THENCE NORTH 03°40'35" EAST 113.39 FEET TO THE POINT OF BEGINNING. CONTAINING 272,343 SF OR 6.25 ACRES

LESS PARCEL D FROM DOC 20210038086:
BEGINNING AT A POINT BEING NORTH 01°50'37" EAST 803.96 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER QUARTER COMER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTH 01°50'37" EAST 127.60 FEET ALONG SAID SECTION LINE; THENCE NORTH 24°54'51" EAST 153.70 FEET; THENCE NORTH 77°44'23" EAST 162.03 FEET; THENCE SOUTH 78°17'13" EAST 257.79 FEET; THENCE NORTH 23°37'15" EAST 290.41 FEET TO THE 1/16* LINE; THENCE SOUTH 88°31'07" EAST 1,111.07 FEET ALONG SAID 1/16* LINE TO THE WESTERLY LINE OF SANTA MARIA AT SUNBROOK PHASE 4 AMENDED; THENCE SOUTHERLY THE FOLLOWING (3) COURSES ALONG THE BOUNDARY OF SAID SANTA MARIA AT SUNBROOK PHASE 4 AMENDED; THENCE SOUTH 09°52'28" WEST 7.97 FEET; THENCE SOUTHEAST 342.54 FEET ALONG AN ARC OF A 750.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 09°47'50" WEST, LONG CHORD BEARS SOUTH 67°07'07" EAST 339.57 FEET WITH A CENTRAL ANGLE OF 26°10'06"); THENCE SOUTH 54°02'04" EAST 56.91 FEET TO THE WESTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE SOUTH 35°57'56" WEST 45.00 FEET ALONG SAID WESTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE NORTHWEST 1.86 FEET ALONG AN ARC OF A 695.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 36°06'16" WEST, LONG CHORD BEARS NORTH 53°58'20" WEST 1.86 FEET WITH A CENTRAL ANGLE OF 00°09'11"); THENCE NORTH 54°02'55" WEST 55.23 FEET; THENCE WEST 340.22 FEET ALONG AN ARC OF A 705.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 35°57'05" WEST, LONG CHORD BEARS NORTH 67°52'25" WEST 336.93 FEET WITH A CENTRAL ANGLE OF THENCE SOUTH 08°18'05" WEST 100.00 FEET; THENCE WEST 72.09 FEET ALONG AN ARC OF A 605.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 08°18'05" WEST, LONG CHORD BEARS NORTH 85°06'44" WEST 72.05 FEET WITH A CENTRAL ANGLE OF 06°49'38"); THENCE NORTH 88°28'26" WEST 311.98 FEET TO THE NORTHERLY LINE OF SAID SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE WESTERLY THE FOLLOWING (6) COURSES ALONG SAID NORTHERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE SOUTH 03°40'35" WEST 113.39 FEET; THENCE NORTH 75°22'21" WEST 42.38 FEET; THENCE SOUTH 81°27'15" WEST 29.65 FEET; THENCE SOUTH 55°54'15" WEST 30.83 FEET; THENCE SOUTH 45°56'50" WEST 39.78 FEET; THENCE SOUTH 68°21'41" WEST 28.87 FEET; THENCE SOUTH 34°15'13" WEST 14.62 FEET TO THE NORTHERLY LINE OF ARANCIO @ DIVARIO PHASE 1; THENCE WESTERLY THE FOLLOWING (22) COURSES ALONG SAID NORTHERLY LINE OF ARANCIO @ DIVARIO PHASE 1; THENCE NORTH 55°44'47" WEST 24.90 FEET; THENCE NORTHWEST 82.80 FEET ALONG AN ARC OF A 227.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 34°15'13" EAST, LONG CHORD BEARS NORTH 45°19'12" WEST 82.34 FEET WITH A CENTRAL ANGLE OF 20°51'11");

THENCE NORTHWEST 53.77 FEET ALONG AN ARC OF A 272.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 55°06'24" WEST, LONG CHORD BEARS NORTH 40°32'48" WEST 53.69 FEET WITH A CENTRAL ANGLE OF 11°18'23"); THENCE NORTH 19°30'26" EAST 128.36 FEET; THENCE NORTH 70°53'04" WEST 191.50 FEET; THENCE NORTH 84°15'14" WEST 220.97 FEET; THENCE SOUTH 16°21'19" WEST 50.14 FEET; THENCE NORTH 73°38'41" WEST 8.00 FEET; THENCE SOUTH 16°21'19" WEST 10.28 FEET; THENCE SOUTH 28°22'13" WEST 150.11 FEET; THENCE SOUTH 61°37'47" EAST 8.00 FEET; THENCE SOUTH 28°22'13" WEST 36.63 FEET; THENCE NORTH 61°37'47" WEST 8.00 FEET; THENCE SOUTH 28°56'07" WEST 8.00 FEET; THENCE SOUTH 34°55'19" WEST 30.15 FEET; THENCE SOUTH 55°04'41" EAST 8.00 FEET; THENCE SOUTH 34°55'19" WEST 37.86 FEET; THENCE NORTH 88°03'17" WEST 85.41 FEET; THENCE NORTH 85°09'03" WEST 90.11 FEET; THENCE NORTH 76°29'03" WEST 112.92 FEET; THENCE SOUTH 77°42'11" WEST 106.75 FEET; THENCE SOUTH 24°54'51" WEST 246.26 FEET TO THE POINT OF BEGINNING. CONTAINING 207,746 SF OR 4.77 ACRES

LESS PARCEL E FROM DOC 20210038086:
BEGINNING AT A POINT ON THE EASTERLY LINE OF ARANCIO @ DIVARIO PHASE 1, SAID POINT BEING NORTH 01°50'37" EAST 296.57 FEET AND EAST 471.94 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTHERLY THE FOLLOWING (17) COURSES ALONG SAID ARANCIO @ DIVARIO PHASE 1; THENCE NORTH 11°12'10" EAST 78.16 FEET; THENCE NORTH 18°18'42" EAST 66.39 FEET; THENCE NORTH 71°41'18" WEST 8.00 FEET; THENCE NORTH 18°18'42" EAST 88.97 FEET; THENCE SOUTH 71°41'18" EAST 8.00 FEET; THENCE NORTH 18°18'42" EAST 152.22 FEET; THENCE NORTH 28°22'13" EAST 26.44 FEET; THENCE NORTH 65°05'09" WEST 8.01 FEET; THENCE NORTH 28°22'13" EAST 166.19 FEET; THENCE SOUTH 61°37'47" EAST 66.61 FEET; THENCE NORTH 28°22'13" EAST 247.50 FEET; THENCE SOUTH 61°37'47" EAST 24.00 FEET; THENCE SOUTH 31°32'57" WEST 4.01 FEET; THENCE SOUTH 55°16'20" EAST 78.28 FEET; THENCE NORTH 59°25'38" EAST 108.16 FEET; THENCE SOUTHEAST 89.24 FEET ALONG AN ARC OF A 275.45 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 52°55'01" EAST, LONG CHORD BEARS SOUTH 46°21'51" EAST 88.85 FEET WITH A CENTRAL ANGLE OF 18°33'43"); THENCE SOUTH 55°44'47" EAST 24.90 FEET TO THE WESTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE SOUTH 34°55'15" WEST 99.90 FEET ALONG SAID WESTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE NORTH 87°53'43" WEST 174.47 FEET; THENCE SOUTH 28°22'13" WEST 125.08 FEET; THENCE SOUTH 43°47'08" WEST 258.29 FEET; THENCE SOUTH 20°10'20" WEST 244.60 FEET; THENCE SOUTH 69°49'40" EAST 75.00 FEET TO SAID WESTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE

SOUTHERLY THE FOLLOWING (2) COURSES ALONG SAID WESTERLY LINE OF SENTIERI CANYON @ DIVARIO AMENDED & EXTENDED; THENCE SOUTH 07°23'36" WEST 109.96 FEET; THENCE SOUTH 02°56'05" WEST 33.60 FEET TO THE NORTHERLY LINE OF SAID ARANCIO @ DIVARIO PHASE 1; THENCE WESTERLY THE FOLLOWING (2) COURSES ALONG SAID ARANCIO @ DIVARIO PHASE 1; THENCE NORTHWEST 118.93 FEET ALONG AN ARC OF A 287.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 27°48'01" EAST, LONG CHORD BEARS NORTH 50°20'58" WEST 118.08 FEET WITH A CENTRAL ANGLE OF 23°42'02"); THENCE NORTHWEST 63.77 FEET ALONG AN ARC OF A 432.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 51°30'03" WEST, LONG CHORD BEARS NORTH 42°43'24" WEST 63.71 FEET WITH A CENTRAL ANGLE OF 08°26'54") TO THE POINT OF BEGINNING.

LESS: (SG-6-2-28-213) BEGINNING AT THE SOUTHWEST CORNER OF LOT 16, CASCATA AT DIVARIO PHASE 1 SUBDIVISION, AS FOUND ON FILE AS ENTRY NO. 20200070815, AND RUNNING; THENCE NORTH 66°19'51" WEST 72.26 FEET ALONG THE NORTHERLY LINE OF KARERSEE DRIVE TO THE SOUTHERLY CORNER OF LOT 17, CASCATA AT DIVARIO PHASE 2; THENCE NORTHERLY THE FOLLOWING (4) COURSES ALONG THE EASTERLY LINE OF SAID LOT 17; THENCE NORTH 23°40'09" EAST 27.87 FEET; THENCE SOUTH 66°41'27" EAST 7.88 FEET; THENCE NORTH 23°46'13" EAST 32.26 FEET; THENCE NORTH 56°07'21" EAST 136.29 FEET AND TO AND ALONG THE BOUNDARY OF SAID CASCATA AT DIVARIO PHASE 1 SUBDIVISION; THENCE THE FOLLOWING (5) COURSES ALONG SAID CASCATA AT DIVARIO PHASE 1 SUBDIVISION; THENCE NORTH 22°15'40" EAST 52.37 FEET; THENCE SOUTH 67°44'20" EAST 50.00 FEET; THENCE SOUTH 22°15'40" WEST 67.60 FEET; THENCE SOUTH 56°08'13" WEST 110.23 FEET; THENCE SOUTH 23°40'09" WEST 68.19 FEET TO POB.

LESS FROM DOC 20210047492: (SG-6-2-27-429) BEGINNING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTH 88°32'37" WEST 136.72 FEET ALONG THE SECTION LINE; THENCE NORTH 39°29'26" EAST 285.88 FEET; THENCE SOUTH 50°30'34" EAST 41.71 FEET; THENCE NORTH 39°29'26" EAST 369.00 FEET; THENCE NORTH 50°30'34" WEST 241.49 FEET; THENCE NORTHWEST 274.86 FEET ALONG AN ARC OF A 752.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 39°29'26" WEST, LONG CHORD BEARS NORTH 60°58'49" WEST 273.33 FEET WITH A CENTRAL ANGLE OF 20°56'30"); THENCE NORTH 71°27'05" WEST 394.60 FEET TO THE EASTERLY LINE OF CECITA CREST AT DIVARIO PHASE 1; THENCE NORTH 44°21'12" EAST 16.66 FEET ALONG SAID EASTERLY LINE OF CECITA CREST AT DIVARIO PHASE 1; THENCE SOUTH 71°27'05" EAST 139.15 FEET; THENCE NORTH 18°32'55" EAST 33.00 FEET; THENCE SOUTH 71°27'05" EAST 248.20 FEET;

THENCE SOUTHEAST 292.40 FEET ALONG AN ARC OF A 800.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 18°32'55" WEST, LONG CHORD BEARS SOUTH 60°58'49" EAST 290.78 FEET WITH A CENTRAL ANGLE OF 20°56'30"); THENCE SOUTH 50°30'34" EAST 847.75 FEET; THENCE SOUTH 39°29'26" WEST 735.28 FEET; THENCE SOUTH 88°08'26" WEST 263.80 FEET; THENCE NORTH 16°50'43" WEST 117.50 FEET; THENCE NORTH 11°16'48" EAST 218.07 FEET; THENCE NORTH 37°07'51" WEST 145.31 FEET TO THE POINT OF BEGINNING. PROPERTY PHASE 1 TAKE-DOWN "PA-9" (LABELED AS SUCH FOR REFERENCE PURPOSES ONLY)

LESS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SENTIERI VISTA DRIVE, SAID POINT BEING SOUTH 88°32'57" EAST 1,405.14 FEET ALONG THE CENTER SECTION LINE AND SOUTH 148.88 FEET FROM THE CENTER QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTH 30°38'48" EAST 170.50 FEET; THENCE NORTH 30°38'48" EAST 144.68 FEET; THENCE NORTH 25°29'21" EAST 343.90 FEET; THENCE NORTH 18°04'17" EAST 211.20 FEET; THENCE NORTH 62°20'01" EAST 322.38 FEET; THENCE NORTH 24°14'55" EAST 259.23 FEET TO THE SOUTHWESTERLY LINE OF PLANTATIONS DRIVE; THENCE SOUTHERLY THE FOLLOWING (4) COURSES ALONG SAID SOUTHWESTERLY LINE OF PLANTATIONS DRIVE; THENCE SOUTHEAST 428.73 FEET ALONG AN ARC OF A 695.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 47°51'39" WEST, LONG CHORD BEARS SOUTH 24°28'02" EAST 421.96 FEET WITH A CENTRAL ANGLE OF 35°20'39"); THENCE SOUTH 01°19'54" WEST 90.37 FEET; THENCE SOUTH 06°16'51" EAST 40.38 FEET; THENCE SOUTH 140.26 FEET ALONG AN ARC OF A 1,207.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 83°43'09" EAST, LONG CHORD BEARS SOUTH 09°36'36" EAST 140.18 FEET WITH A CENTRAL ANGLE OF 06°39'29") TO THE NORTHWESTERLY LINE OF DIVARIO CANYON DRIVE; THENCE SOUTHWESTERLY THE FOLLOWING (3) COURSES ALONG SAID DIVARIO CANYON DRIVE; THENCE SOUTHWEST 45.28 FEET ALONG AN ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 77°03'40" WEST, LONG CHORD BEARS SOUTH 30°17'45" WEST 41.10 FEET WITH A CENTRAL ANGLE OF 86°28'10"); THENCE SOUTHWEST 830.24 FEET ALONG AN ARC OF A 963.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 16°28'10" EAST, LONG CHORD BEARS SOUTH 48°49'55" WEST 804.77 FEET WITH A CENTRAL ANGLE OF 49°23'50"); THENCE SOUTH 24°08'00" WEST 144.26 FEET TO THE NORTHEASTERLY LINE OF SAID SENTIERI VISTA DRIVE; THENCE NORTHWESTERLY THE FOLLOWING (5) COURSES ALONG THE NORTHERLY LINE OF SAID SENTIERI VISTA DRIVE; THENCE WEST 39.27 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 65°52'00" WEST, LONG CHORD BEARS SOUTH 69°08'00" WEST 35.36 FEET WITH A CENTRAL

ANGLE OF 90°00'00"); THENCE NORTH 65°52'00" WEST 48.52 FEET; THENCE NORTHWEST 101.51 FEET ALONG AN ARC OF A 280.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 24°08'00" EAST, LONG CHORD BEARS NORTH 55°28'53" WEST 100.95 FEET WITH A CENTRAL ANGLE OF 20°46'15"); THENCE NORTH 45°05'45" WEST 121.84 FEET; THENCE NORTHWEST 46.13 FEET ALONG AN ARC OF A 440.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 44°54'15" WEST, LONG CHORD BEARS NORTH 48°05'58" WEST 46.11 FEET WITH A CENTRAL ANGLE OF 06°00'26") TO THE POINT OF BEGINNING.

LESS: LAND IN ARANCIO POINT AT DIVARIO PH 2.

LESS: LAND IN CASCATA AT DIVARIO PH 2.

LESS: LAND IN CECITA CREST AT DIVARIO PH 2 DOC 20210074081

LESS: (SG-6-2-28-2117) BEGINNING AT THE NORTHEAST CORNER OF ARANCIO @ DIVARIO PHASE 2, SAID POINT BEING NORTH 01°50'37" EAST 250.47 FEET AND EAST 456.14 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE SOUTHEASTERLY THE FOLLOWING (3) COURSES ALONG THE SOUTHERLY LINE OF SENTIERI VISTA DRIVE; THENCE SOUTHEAST 38.31 FEET ALONG AN ARC OF A 387.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 45°50'12" WEST, LONG CHORD BEARS SOUTH 41°19'53" EAST 38.29 FEET WITH A CENTRAL ANGLE OF 05°39'51"); THENCE SOUTHEAST 161.51 FEET ALONG AN ARC OF A 332.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 51°30'03" EAST, LONG CHORD BEARS SOUTH 52°24'54" EAST 159.93 FEET WITH A CENTRAL ANGLE OF 27°49'54"); THENCE SOUTH 64°12'17" EAST 11.96 FEET TO THE NORTHWEST CORNER OF CASCATA AT DIVARIO PHASE 1; THENCE SOUTHERLY THE FOLLOWING (2) COURSES ALONG SAID WESTERLY LINE OF CASCATA AT DIVARIO PHASE 1; THENCE SOUTH 11°21'46" WEST 99.38 FEET; THENCE SOUTH 56°08'13" WEST 374.64 FEET TO AND ALONG THE NORTHWESTERLY LINE OF CASCATA AT DIVARIO PHASE 2; THENCE NORTH 39°21'21" WEST 158.61 FEET TO THE SOUTHEASTERLY LINE OF SAID ARANCIO AT DIVARIO PHASE 2; THENCE NORTHEASTERLY THE FOLLOWING (3) COURSES ALONG SAID SOUTHEASTERLY LINE OF SAID ARANCIO AT DIVARIO PHASE 2; THENCE NORTH 50°38'39" EAST 154.91 FEET; THENCE NORTH 57°04'18" EAST 144.50 FEET; THENCE NORTH 11°12'10" EAST 140.95 FEET TO POB.

LESS: (SG-6-2-28-2118) BEGINNING AT THE NORTHEAST CORNER OF CASCATA @ DIVARIO PHASE 1, SAID POINT BEING SOUTH 01°50'37" WEST 138.02 FEET ALONG THE CENTER SECTION LINE AND EAST 1,237.87 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE SOUTHEASTERLY THE FOLLOWING (3)

COURSES ALONG THE SOUTHERLY LINE OF SENTIERI VISTA DRIVE;
THENCE SOUTHEAST 51.89 FEET ALONG AN ARC OF A 380.00 FOOT RADIUS
CURVE TO THE RIGHT (CENTER BEARS SOUTH 28°09'14" WEST, LONG
CHORD BEARS SOUTH 57°56'04" EAST 51.85 FEET WITH A CENTRAL ANGLE
OF 07°49'26"); THENCE SOUTH 54°01'21" EAST 91.77 FEET; THENCE
SOUTHEAST 30.02 FEET ALONG AN ARC OF A 380.00 FOOT RADIUS CURVE
TO THE RIGHT (CENTER BEARS SOUTH 35°58'39" WEST, LONG CHORD
BEARS SOUTH 51°45'34" EAST 30.01 FEET WITH A CENTRAL ANGLE OF
04°31'34") TO THE NORTHWEST CORNER OF CECITA CREST AT DIVARIO
PHASE 1; THENCE SOUTHERLY THE FOLLOWING (2) COURSES ALONG THE
WESTERLY LINE OF CECITA CREST AT DIVARIO PHASE 1; THENCE SOUTH
20°40'57" WEST 355.72 FEET; THENCE SOUTH 08°32'26" WEST 85.21 FEET TO
THE NORTHERLY LINE OF SAID CASCATA AT DIVARIO PHASE 1; THENCE
NORTHERLY THE FOLLOWING (4) COURSES ALONG THE BOUNDARY OF
SAID CASCATA AT DIVARIO PHASE 1; THENCE NORTH 65°52'00" WEST 109.91
FEET; THENCE WEST 12.80 FEET ALONG AN ARC OF A 172.50 FOOT RADIUS
CURVE TO THE LEFT (CENTER BEARS SOUTH 24°08'00" WEST, LONG CHORD
BEARS NORTH 67°59'31" WEST 12.79 FEET WITH A CENTRAL ANGLE OF
04°15'01"); THENCE NORTH 16°46'16" EAST 333.61 FEET; THENCE NORTH
04°47'50" EAST 148.44 FEET TO POB.

LESS: LAND IN VARANO VISTAS AT DIVARIO PH 3

LESS: (SG-6-2-28-222) BEGINNING AT A POINT ON THE SECTION LINE SAID
POINT BEING NORTH 88°32'37" WEST 136.72 FEET FROM THE SOUTHWEST
CORNER OF SECTIONS 27, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT
LAKE BASE & MERIDIAN, AND RUNNING; THENCE NORTH 88°32'37" WEST
364.13 FEET ALONG SAID SECTION LINE; THENCE NORTH 34°56'13" WEST
205.20 FEET; THENCE NORTH 34°21'06" EAST 52.44 FEET; THENCE NORTH
11°18'14" WEST 136.11 FEET; THENCE NORTH 13°52'50" EAST 64.39 FEET;
THENCE NORTH 25°04'36" EAST 53.53 FEET; THENCE NORTH 39°29'26" EAST
462.31 FEET; THENCE SOUTH 71°27'05" EAST 179.05 FEET; THENCE
SOUTHEAST 274.86 FEET ALONG AN ARC OF A 752.00 FOOT RADIUS CURVE
TO THE RIGHT (CENTER BEARS SOUTH 18°32'55" WEST, LONG CHORD
BEARS SOUTH 60°58'49" EAST 273.33 FEET WITH A CENTRAL ANGLE OF
20°56'30"); THENCE SOUTH 50°30'34" EAST 241.49 FEET; THENCE SOUTH
39°29'26" WEST 369.00 FEET; THENCE NORTH 50°30'34" WEST 41.71 FEET;
THENCE SOUTH 39°29'26" WEST 285.88 FEET TO POB.

LESS: LAND IN CASCATA AT DIVARIO PH 3

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including St. George Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system, groundwater and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT
SECTION 2: TRAINING
SECTION 3: RECORDKEEPING
SECTION 4 APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure at our site is limited at controlling and containing pollutants and our operations if managed improperly can contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the pollution containment limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds.

Residential Structures and Driveways

Stormwater and floating debris from the residential structures and driveways west of Liri Trail generally flow to Liri Trail, which collects stormwater in storm drain inlets along the curb and gutter. Storm water is routed through storm drain facilities to an unnamed wash, which outfalls to Gap Wash. Stormwater and floating debris from the residential structures and driveways east of Liri Trail generally flow to Bolsena Trail which collects stormwater in existing storm drain inlets along the curb and gutter. Storm water is routed through storm drain facilities to an existing storm drain network, which outfalls to Gap Wash. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. Pavement Maintenance and the Pavement Washing SOPs included in this document will be used to manage pollutants that collect on pavements.

Landscaping

Property landscape operations can result in grass clippings, leaves, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on paved areas. This waste material will settle in the storm drain system and solid and dissolved waste in the runoff can pass through the storm drain system ultimately polluting the Gap Wash. Landscape Maintenance SOPs included in this document will be implemented to reduce pollutants entering the existing natural wash which outfalls to the Gap Wash.

Storm Drain System

Stormwater and floating debris from the residential structures and driveways west of Liri Trail generally flow to Liri Trail, which collects stormwater in storm drain inlets along the curb and gutter. Storm water is routed through storm drain facilities to an unnamed wash, which outfalls to Gap Wash. Stormwater and floating debris from the residential structures and driveways east of Liri Trail generally flow to Bolsena Trail which collects stormwater in existing storm drain inlets along the curb and gutter. Storm water is routed through storm drain facilities to an existing storm drain network, which outfalls to Gap Wash. The Storm Drain Maintenance SOP included with this document should be implemented to reduce pollutants entering Gap Wash, and to prevent mosquito breeding.

Waste Management

Trash receptacles will be maintained by individual property owners and collected on a weekly basis. Receptacles are designed to reduce the amount of trash accumulated within the property and are intended to prevent precipitation exposure minimizing liquids that can leak onto pavements. Driveways and building pads slope toward pavement and any waste left outside the trash receptacles can be carried by or leach into stormwater runoff. The Waste Management SOP included in this document will be implemented to control and manage the solid waste generated onsite.

Utility System

Utility infrastructure is exposed to roof drains which drain to hardscape within project. HVAC units contains oils and other chemicals that can harm the Gap Wash if allowed to drain off the property. Liquids and other waste generated by maintenance of this system can be appropriately managed by the Spill Containment and Cleanup SOP included with this document.

SECTION 2: TRAINING

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in an attached spreadsheet.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to St. George City Stormwater division annually.

SECTION 4:

Site Drawings and Details
SOPs
Recordkeeping Documents

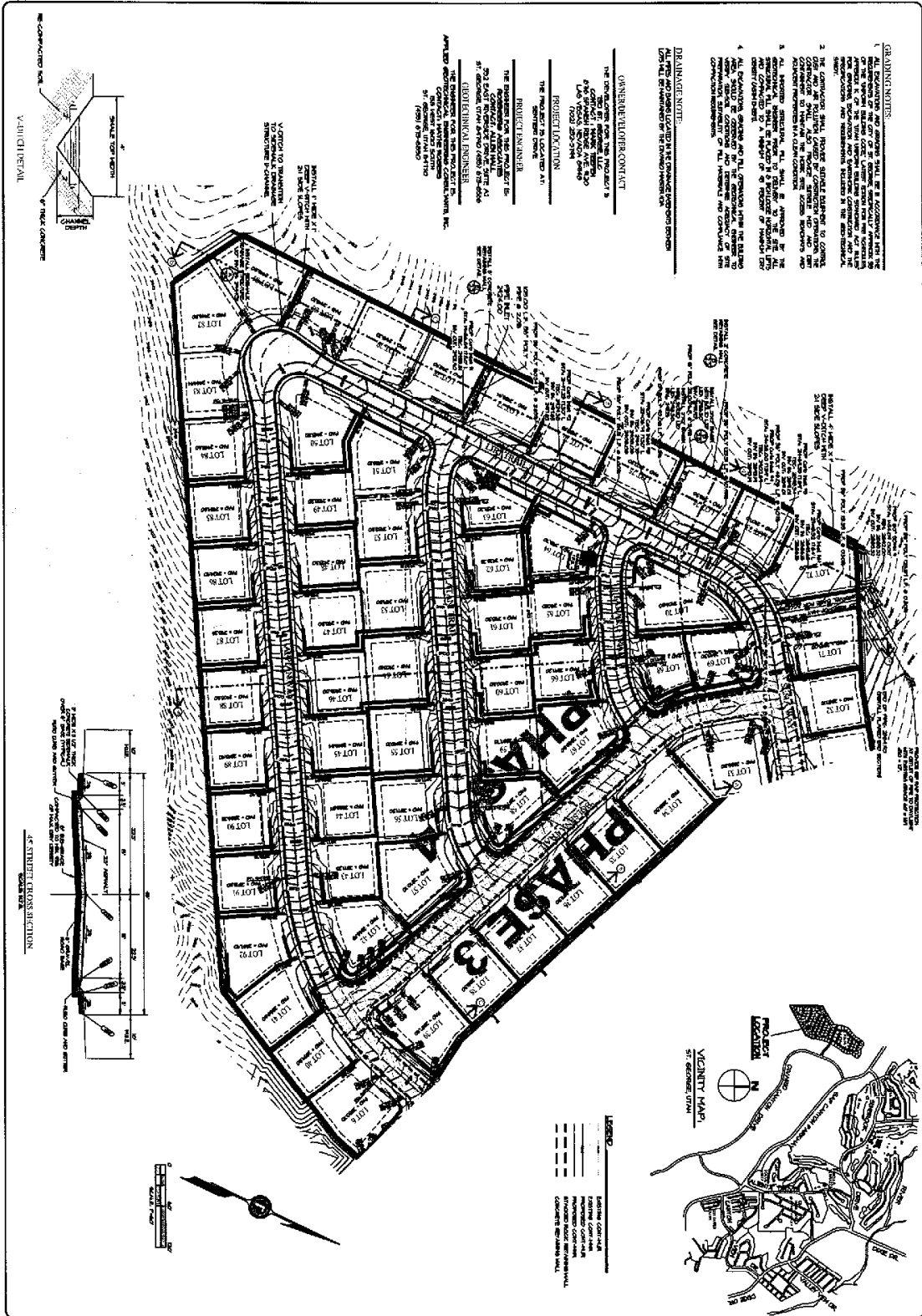
Long-Term BMP's inspection and maintenance schedule

Long-Term BMP's are required to be inspected by a qualified person during the installation to ensure the control is properly installed, with follow up inspections and a maintenance schedule as provided below. A list of BMP's and inspection schedule is shown below as listed in Exhibit B.

List of BMP's	Describe the inspection and maintenance schedule
Street Cleaning/Maintenance	Weekly walk-through and twice annual comprehensive
Mulch and Soils	Twice annually
Mowing and Trimming	Walkthrough and Clean up following regular maintenance
Fertilizer	Walkthrough and Clean up following each application
Storm Inlets	Twice annually
Cleanout box	Twice annually
Roof Drains	Twice annually
Floor Drains	Twice annually
Leaves – Autumn Cleanup	Once annually in the fall (prior to cold weather conditions)
Trash and Debris	Twice annually
HVAC	Twice annually

Cascata at Divario Phase 4
Long-Term Stormwater Management Plan
June 2022

SITE DRAWINGS AND DETAILS



- GRADING NOTES:**
1. THE GRADING SHALL BE BASED UPON THE SURVEYED DATA AND THE GRADING SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE LOCAL HEALTH DEPARTMENT. THE GRADING SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE LOCAL HEALTH DEPARTMENT.
 2. THE GRADING SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE LOCAL HEALTH DEPARTMENT. THE GRADING SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE LOCAL HEALTH DEPARTMENT.
 3. ALL GRADING SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE LOCAL HEALTH DEPARTMENT. THE GRADING SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE LOCAL HEALTH DEPARTMENT.
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OWNER/DEVELOPER CONTACT:
 THE DEVELOPER FOR THIS PROJECT IS
 ROSENBERG ASSOCIATES
 1000 N. 10TH ST. SUITE 200
 WASHINGTON COUNTY, OR 97146
 (503) 866-2222

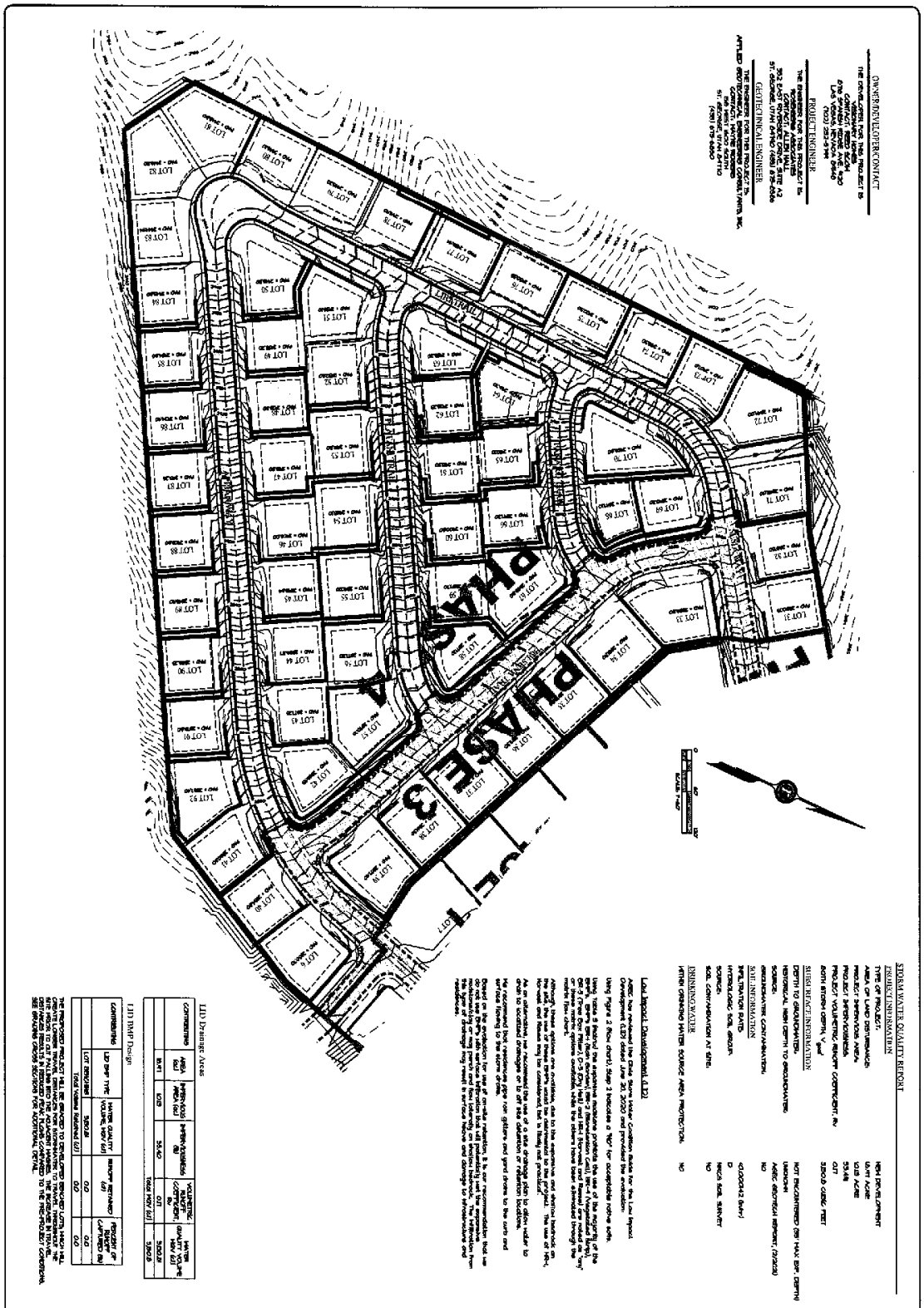
PROJECT LOCATION:
 THE PROJECT IS LOCATED AT
 [Address]

PROJECT ENGINEER:
 ROSENBERG ASSOCIATES
 1000 N. 10TH ST. SUITE 200
 WASHINGTON COUNTY, OR 97146
 (503) 866-2222

PROJECT ARCHITECTURAL ENGINEER:
 [Name]
 [Address]
 [Phone]

	GRADING PLAN FOR CASCATA AT DIVARIO, PHASE 4 ST. GEORGE UT-41		ROSENBERG ASSOCIATES CIVIL ENGINEERS • LAND SURVEYORS	SHEET NO. 20	DATE 07/14/2022
	2 OF 48 SHEETS	SCALE 1" = 40'		PROJECT NO. 20220035124	DRAWN BY [Name]

Site Construction Permit Plans (06-30-2022)



OWNER/PROJECT CONTACT:
 THE DEVELOPER FOR THIS PROJECT IS
 CONTACT: BOB KIM
 202.545.1234
 1745 W. 2000 S. SUITE 200
 SALT LAKE CITY, UT 84119
 (505) 223-3194

PROJECT ENGINEER:
 ROSENBERG ASSOCIATE
 302 S. 400 WEST, SUITE 200
 SALT LAKE CITY, UT 84115
 571.488.8888
 WWW.ROSENBERG-ENGINEERS.COM

DESIGN/PROJECT ENGINEER:
 ROSENBERG ASSOCIATE
 302 S. 400 WEST, SUITE 200
 SALT LAKE CITY, UT 84115
 571.488.8888
 WWW.ROSENBERG-ENGINEERS.COM



STORM WATER QUALITY REPORT

PROJECT INFORMATION

TYPE OF PROJECT: **NEW DEVELOPMENT**

NAME OF DEVELOPER: **ROSENBERG ASSOCIATE**

PROJECT ADDRESS: **1745 W. 2000 S.**

PROJECT VULNERABILITY CATEGORY: **NO**

ADDITIONAL COMMENTS: **NO**

DESIGN INFORMATION

DESIGN YEAR: **2022**

DESIGN SPEED: **35 MPH**

DESIGN FLOW: **NO**

DESIGN FLOOD: **NO**

DESIGN WIND: **NO**

DESIGN EARTHQUAKE: **NO**

DESIGN TERRORISM: **NO**

DESIGN OTHER: **NO**

DESIGNER INFORMATION

DESIGNER: **ROSENBERG ASSOCIATE**

DESIGNER ADDRESS: **302 S. 400 WEST, SUITE 200, SALT LAKE CITY, UT 84115**

DESIGNER PHONE: **571.488.8888**

DESIGNER FAX: **571.488.8888**

DESIGNER WEBSITE: **WWW.ROSENBERG-ENGINEERS.COM**

DESIGNER LICENSE: **UT 00000000**

DESIGNER EXPIRES: **NO**

DESIGNER OTHER: **NO**

DESIGNER INFORMATION

DESIGNER: **ROSENBERG ASSOCIATE**

DESIGNER ADDRESS: **302 S. 400 WEST, SUITE 200, SALT LAKE CITY, UT 84115**

DESIGNER PHONE: **571.488.8888**

DESIGNER FAX: **571.488.8888**

DESIGNER WEBSITE: **WWW.ROSENBERG-ENGINEERS.COM**

DESIGNER LICENSE: **UT 00000000**

DESIGNER EXPIRES: **NO**

DESIGNER OTHER: **NO**

Local Impact Development (LID)

As per the requirements of the Utah Stormwater Management Act (Utah Code Title 19, Chapter 2), the following information is provided for the local impact development (LID) design for the proposed development.

The design of the LID system shall be based on the following criteria:

- The LID system shall be designed to meet the requirements of the Utah Stormwater Management Act (Utah Code Title 19, Chapter 2).
- The LID system shall be designed to meet the requirements of the local government.
- The LID system shall be designed to meet the requirements of the local community.
- The LID system shall be designed to meet the requirements of the local environment.
- The LID system shall be designed to meet the requirements of the local economy.
- The LID system shall be designed to meet the requirements of the local culture.
- The LID system shall be designed to meet the requirements of the local history.
- The LID system shall be designed to meet the requirements of the local heritage.
- The LID system shall be designed to meet the requirements of the local identity.
- The LID system shall be designed to meet the requirements of the local character.
- The LID system shall be designed to meet the requirements of the local spirit.
- The LID system shall be designed to meet the requirements of the local soul.
- The LID system shall be designed to meet the requirements of the local heart.
- The LID system shall be designed to meet the requirements of the local mind.
- The LID system shall be designed to meet the requirements of the local body.
- The LID system shall be designed to meet the requirements of the local spirit.
- The LID system shall be designed to meet the requirements of the local soul.
- The LID system shall be designed to meet the requirements of the local heart.
- The LID system shall be designed to meet the requirements of the local mind.
- The LID system shall be designed to meet the requirements of the local body.

LID Design Data

CONSTRUCTION	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT
TYPE	RED	ORANGE	YELLOW	GREEN	BLUE
LOT 1	100	0	0	0	0
LOT 2	100	0	0	0	0
LOT 3	100	0	0	0	0
LOT 4	100	0	0	0	0
LOT 5	100	0	0	0	0
LOT 6	100	0	0	0	0
LOT 7	100	0	0	0	0
LOT 8	100	0	0	0	0
LOT 9	100	0	0	0	0
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LOT 14	100	0	0	0	0
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LOT 100	100	0	0	0	0

LID BMP Design

CONSTRUCTION	LID BMP TYPE	DESIGN	DESIGN	DESIGN	DESIGN
TYPE	TYPE	TYPE	TYPE	TYPE	TYPE
LOT 1	BIOMIMETIC	BIOMIMETIC	BIOMIMETIC	BIOMIMETIC	BIOMIMETIC
LOT 2	BIOMIMETIC	BIOMIMETIC	BIOMIMETIC	BIOMIMETIC	BIOMIMETIC
LOT 3	BIOMIMETIC	BIOMIMETIC	BIOMIMETIC	BIOMIMETIC	BIOMIMETIC
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LOT 66	BIOMIMETIC	BIOMIMETIC	BIOMIMETIC	BIOMIMETIC	BIOMIMETIC

SOPs

Streets Maintenance

Standard Operating Procedure

PURPOSE:

To prevent pollution of stormwater run-off from homes and building pads.

PROCEDURE:

1. Preparation:
 - a. Conduct employee training to reinforce proper housekeeping annually and at hire.
 - b. Restrict parking in areas to be swept prior to and during sweeping.
 - c. Perform regular maintenance and services in accordance with the recommended vehicle maintenance schedule on sweepers to increase and maintain efficiency.
2. Process:
 - a. Sweep steets, as needed, or as directed.
 - b. Hand sweep sections of gutter if soil and debris accumulate.
 - c. Pick-up litter as required to keep parking areas clean and orderly.
3. Clean-up:
 - a. Dispose of sweepings properly (designated solid waste facility).
 - b. Street sweepers to be cleaned out in a manner as instructed by the manufacturer and in a location that swept materials cannot be introduced into the storm drain.
 - c. Swept materials will not be stored in locations where stormwater could transport fines into the storm drain system.
4. Documentation:
 - a. Retain work orders to track swept parking areas and approximate quantities.
 - b. Log training activities along with regular required safety training.

Landscape Maintenance Operations

Standard Operating Procedure

PURPOSE:

To protect stormwater by properly preventing any solids, liquids or any light weight material from being carried away from the building by wind or water including application of pesticides, herbicides, & fertilizers.

PROCEDURE:

1. Preparation:

- a. Make sure to follow all recommended SDS and MSDS instructions before handling any chemicals.
- b. Make sure all pesticide application is conducted following manufacturer's recommendations.
- c. Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- d. Use pesticides only if there is an actual pest problem.
- e. Time and apply the application of fertilizers, herbicides or pesticides according to the manufacturer's recommendation for best results ("Read the Label").
- f. Know the weather conditions. Do not use pesticides if rain is expected within a 24- hour period. Apply pesticides only when wind speeds are low (less than 5 mph).

2. Process:

- a. Follow the manufacturer's recommendations for mixing, applying, and disposing of pesticides ("Read the Label").
- b. Grooming:
 - Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
 - Fertilizer Operation – Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
 - Pesticide Operation – Prevent overspray, use spot treatment, sweep or blow dry pesticide onto vegetated ground immediately.
 - Remove or contain all erodible or loose material prior to forecast wind and precipitation events, before any non-stormwater will pass through or over the site.
 - Landscape project materials and waste can usually be contained or controlled by operational BMP's.
 - Operational; including but not limited to:

-
- Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of landscaping backfill and spoil on pavements
 - Haul off spoil as generated or daily
 - Scheduling work when weather forecasts are clear.

3. Cleanup

- a. Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater will pass through and over the project site and at end of work period. Light weight debris and landscape materials can require immediately attention when wind expected.
- b. Landscape project materials and waste can usually be contained or controlled by operational best management practices.
- Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of landscaping backfill and spoil on pavements
 - Haul off spoil as generated or daily
 - Scheduling work when weather forecasts are clear.
- Use dry cleanup methods, e.g. square nose shovel and broom and it is usually sufficient when no more material can be swept onto the square nosed shovel.
- Power blowing tools

4. Waste Disposal:

- a. Dispose of waste according to Building Waste Management SOP, unless superseded by specific SOPs for the operation.

5. Equipment:

- a. Tools sufficient for proper containment of pollutants and cleanup.
- b. Push broom and square blade shovel should be a minimum.

6. Training:

- a. Annually and at hire
- b. Landscape Service Contractors must have equal or better SOPs.

Building Waste Management

Standard Operating Procedure

PURPOSE:

To prevent pollution of stormwater from improper handling of garbage and maintenance of dumpsters.

PROCEDURE:

1. Preparation:
 - a. Train employees on proper trash disposal annually and at hire.
 - b. Locate dumpsters and trash cans in convenient, easily observable areas.
 - c. Provide properly-labeled recycling bins to reduce the amount of garbage disposed.
 - d. Where feasible, install berms, curbing, or vegetation strips around storage areas to control water from entering and leaving storage areas.
2. Process:
 - a. Inspect garbage bins for leaks regularly, and have repairs made immediately by responsible party.
 - b. Request/use dumpsters, and trash cans with lids and without drain holes.
 - c. Locate dumpsters on a flat, hard surface that does not slope or drain directly into the storm drain system.
3. Clean-up:
 - a. Keep areas around dumpsters clean of all garbage.
 - b. Ensure garbage bins emptied regularly to keep from overflowing.
 - c. Wash interior of bins or dumpsters, as needed, in properly designated areas.
4. Waste Disposal Restrictions for all waste for the Landfill
 - a. Generally, most waste generated at this property, and waste from spill and cleanup operations can be disposed in dumpsters under the conditions listed in the SOP. Unless other disposal requirements are specifically identified by the product SDS or otherwise specified in the SOP's.
 - b. Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the Landfill.
 - c. Review Landfill regulations for additional restrictions and understand what waste is prohibited in the Landfill. Ensure the SDS and Landfill

regulations are not contradictory.

Storm Drain Maintenance Operations

Standard Operating Procedure

PURPOSE:

To prevent pollution of stormwater from sediment and debris.

PROCEDURE:

1. Preparation:

- a. Train all employees at hire and annually.
- b. Locate Storm Drain
- c. Inspect for need

2. Process:

- a. Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
- b. Remove debris by vacuum operated machinery
- c. When accumulations are mostly floating debris this material can be removed with a net.

3. Cleanup

- a. Dispose of waste collected by machinery at regulated facilities.
- b. Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.
- c. Disposal of hazardous waste
 1. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
 - ii. Disposal of waste collected from sanitary sewer device at regulated facilities.

Pavement Washing Operations

Standard Operating Procedure

PURPOSE:

To prevent waste fluids and detergents from entering the storm drain system.

PROCEDURE:

1. Preparation:
 - a. Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop vacuum or absorbent material.
 - b. Training annually and at hire
2. Process:
 - a. Collect wastewater with a shop vacuum simultaneously with the washing operation.
3. Cleanup
 - a. Small volumes can usually be drained to the local sanitary sewer. Contact St. George City Wastewater department at 435-627-4256
 - b. Large volumes must be disposed at regulated facilities.
 - c. Pavement washing is determined by conditions that warrant it, including but not limited to prevention of slick or other hazardous conditions or restore acceptable appearance of pavements.

General Construction Maintenance

Standard Operating Procedure

PURPOSE:

To prevent any solids, liquids or light-weight materials from being carried away from the construction or maintenance project by wind or water to the storm drain.

PROCEDURE:

1. Preparation:
 - a. This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, overlay/patching, landscape renovations, misc. maintenance/repairs, etc.
 - b. Training at hire and annually.
2. Process:
 - a. Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.
 - b. Project materials and waste can be contained or controlled by operational or structural best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of backfill and spoil
 - Haul off spoil as generated or daily
 - Schedule work during clear forecast
 - Structural; including but not limited to:
 - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
 - Gutter dams, e.g. wattles, sandbags, dirt dams
 - Boundary containment, e.g. wattles, silt fence
 - Dust control, e.g. water hose,
 - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
 - c. Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.
3. Cleanup:

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- a. Use dry cleanup methods, e.g. square nose shove and broom.
 - b. Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
 - c. When a broom and a square nosed shovel cannot pick any appreciable amount of material.
 - d. Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
 - e. Never discharge waste material to storm drains

Spill Control

Standard Operating Procedure

PURPOSE:

To protect stormwater by educating employees on proper spill cleanup procedures, state reporting requirements, and preventative actions.

PROCEDURE:

1. Always:
 - a. Stop the source of the spill, if possible, to safely do so.
 - b. Contain any liquids, if possible, to safely do so.
 - c. Cover the spill with absorbent material such as kitty litter, sawdust, or oil absorbent pads. Do not use straw or water (See SOP #8 Petroleum and Chemical Disposal).
 - d. Petroleum spills involve, but are not limited to: crude oil, gasoline, various fuel oils, lubricating oil, hydraulic oil, asphaltic residuals.
 - e. Report a petroleum spill (435) 627-4142 if:
 - i. The spill is greater than 25 gallons, or
 - ii. The spill cannot be immediately contained, or
 - iii. The spill and/or contamination cannot be completely removed within 24 hours, or
 - iv. There is an impact or potential impact to ground/surface water.
 - v. **IF IN DOUBT, REPORT THE SPILL!**
 - f. Hazardous materials spills involve non-oil spills that pose a threat to human health or the environment, such as chemical releases.
 - i. Report any discharge of hazardous waste immediately (within one hour) to local emergency officials (fire department), then contact Health Department Emergency Response Team (435) 673-3528.
 - ii. Contact local fire department (435) 627-4150
 - iii. Develop and maintain a Spill Prevention, Control, and Countermeasure (SPCC) Plan if the facility stores more than 1,320 gallons of petroleum.
 - g. Fit petroleum and chemical storage containers with secondary containment structures.
 - h. Keep a spill kit in areas where petroleum or hazardous materials are stored.
 - i. Train employees in spill response procedures and equipment.
 - j. Deploy containment booms if spill could potentially reach a storm drain or water body.
 - k. Position mats to contain drips from equipment or vehicles until they can be repaired.

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2. Cleanup:
 - a. NEVER WASH SPILLS TO THE STORM DRAIN SYSTEM
 - b. Clean per SDS requirements but generally most spills can be cleaned up according to the following:
 - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
 - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
 - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods. See Pavement Washing SOP.
 - Repeat process when residue material remains.
 - c. Follow SDS requirements but usually most spills can be disposed per the following b. & c.
 - d. Generally, most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
 - e. Generally, Liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
 - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.
 3. Documentation:
 - a. Document all spills in spreadsheet.
 4. SDS sheets:
 - a. SDS Manual is filed in break room.
 5. Materials:
 - a. Generally, sand or dirt will work for most cleanup operations and for containment. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods that are required by the SDS Manuals for chemicals used by the company.
 8. Training:
 - a. Annually and at hire.

Cascata at Divario Phase 4
Long-Term Stormwater Management Plan
June 2022

PLAN RECORDKEEPING DOCUMENTS

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure
W	Weekly Cleaning/Maintenance
M, S	Storm Inlets
A, S	Roof Drains
A	HVAC
M, S	Dumpsters/Trash Receptacles
M, S	Landscape Areas
W	Streets Cleaning/Maintenance

Inspection Frequency Key: A=annual, Q=Quarterly, M=monthly, W=weekly, S=following appreciable storm event, U=Unique infrastructure specific (specify)

RECORD INSPECTIONS IN THE MAINTENANCE LOG

Inspection Means: Either; Traditional walk through, Awareness/Observation, and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.

